

1 BILL NO. S-82-07-08

2 SPECIAL ORDINANCE NO. S-

3 AN ORDINANCE approving an Agreement with  
4 Adams Center Landfill, Inc., for the  
construction of a sanitary sewer.

5 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
6 FORT WAYNE, INDIANA:

7 SECTION 1. That the Agreement dated June 16, 1982  
8 between the City of Fort Wayne, by and through its Mayor and  
9 the Board of Public Works and Adams Center Landfill, Inc.,  
10 Owner, for:

11 SANITARY SEWER

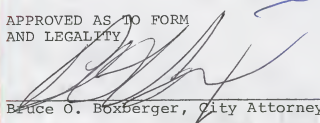
12 Beginning at an existing sanitary sewer manhole located  
13 1,400+ LF West of and 100+ LF South of the centerline  
14 intersection of Adams Center Road and Penn Central  
15 Railroad; thence Easterly along and parallel to the  
16 South right-of-way of said Penn Central Railroad  
17 1360+ LF to a proposed manhole located 100+ LF South  
of an 45+ LF West of the centerline intersection of  
said Penn Central Railroad and Adams Center Road;  
thence South along Adams Center Road 1200+ LF terminating  
at a proposed manhole. Said sewer shall be 12-inches  
and 8-inches in diameter,

18 of which the Owner shall pay the entire cost and expense of  
19 the construction of said sewer, all as more particularly set forth  
20 in said Agreement, which is on file in the Office of the Board of  
21 Public Works, and is by reference incorporated herein, made a  
22 part hereof, and is hereby in all things ratified, confirmed  
23 and approved. Two copies of said Agreement are on file with  
24 the Office of the City Clerk and made available for public  
25 inspection, according to law.

26 SECTION 2. That this Ordinance shall be in full force  
27 and effect from and after its passage and any and all necessary  
28 approval by the Mayor.

29  
30  
31 APPROVED AS TO FORM  
32 AND LEGALITY

  
Councilmember

  
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 7-13-82, the 13 day of July, 1982, at 7 o'clock P.M., E.S.T.

DATE: 7-13-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>—</u>	<u>—</u>	<u>1</u>	<u>—</u>
<u>BRADBURY</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>NUCKOLS</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>X</u>	<u>—</u>
<u>SCHMIDT</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHOMBURG</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 7-27-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 122-82  
on the 27th day of July, 1982

ATTEST:  
Charles W. Westerman

(SEAL)  
Samuel J. Talarico

CHARLES W. WESTERMAN - CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of July, 1982, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 28th day of July, 1982, at the hour of 4 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

BILL NO.

## REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving an Agreement with Adams Center Landfill, Inc.,  
for the construction of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE *SS* PASS.

PAUL M. BURNS - CHAIRMAN

MARK E. GiaQUINTA - VICE CHAIRMAN

JAMES S. STIER

JANET G. BRADBURY

ROY J. SCHOMBURG

7-21-82  
CONCURRED IN  
DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY CLERK

A G R E E M E N T

F O R

S E W E R E X T E N S I O N

72-9-27

6/16/82

HI

THIS AGREEMENT, made in triplicate this 16<sup>th</sup> day of June, 1982, by and between Adams Center Landfill, Inc., an Indiana Corporation, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY," WITNESSETH, THAT:

WHEREAS, the Owner desires to construct a local sanitary sewer described as follows:

Beginning at an existing sanitary sewer manhole located 1,400 LF West of and 100± LF South of the centerline intersection of Adams Center Road and Penn Central Railroad. Thence, Easterly along and parallel to the South right-of-way of said Penn Central Railroad 1360± LF to a proposed manhole located 100± LF South of and 45± LF West of the centerline intersection of said Penn Central Railroad and Adams Center Road. Thence, South along Adams Center Road 1200± LF terminating at a proposed manhole. Said sewer shall be 12-inches and 8-inches in diameter,

in accordance with plans, specifications and profiles heretofore submitted to and approved by "CITY" and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as Adams Center Landfill, Inc., sanitary sewer extension which plans, specifications, profiles are by reference incorporated herein and made a part hereof.

WHEREAS, the total cost of construction of said sewer is represented to be Seventy-Six Thousand (\$76,000.00) Dollars, including related Engineering and Inspection Fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

Owner shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by "CITY" under private contract to be let within sixty (60) days after requisite "CITY" approval. All work and materials shall be subject to inspection by "CITY" and the right of "CITY"

to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY." Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by "CITY," and all further maintenance thereafter shall be borne by "CITY."

## 2. COST OF CONSTRUCTION

Owner and or his contractor agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

## 3. AREA OF "OWNER"

Said sewer when accepted by the "CITY" will serve the following described real estate:

A part of the Northeast Quarter Section 21, Township 30 North, Range 13 East, located South of Penn Central Railroad; being the East 300 feet of the following.

Beginning at the Southeast corner of the Northeast Quarter of Section 21, Township 30 North, Range 13 East, Allen County, Indiana; thence North (assumed) along the East line of the Northeast Quarter of said Section 21 a distance of 1325.0 feet to the Northeast corner of the South half of the Northeast Quarter of Section 21 aforementioned; thence along the North line of the South half of the Northeast Quarter of said Section 21 South 89 degrees 38 minutes 26 seconds West a distance of 2643.4 feet to the Northwest corner of the South half of the Northeast Quarter of Section 21; thence along the West line of the Northeast Quarter of said Section 21 South 0 degrees 06 minutes 13 seconds West a distance of 1318.2 feet to a railroad iron fence corner post found on the Southwest corner of the Northeast Quarter of said Section 21; thence along the South line of said Northeast Quarter North 89 degrees 47 minutes 15 seconds East, a distance of 2645.8 feet to the point of beginning containing 80.23 acres of land more or less and subject to right-of-way easement over the Easterly 25 feet for Adams Center Road and subject to an easement grated to Indiana Service Corporation dated 2 December 1947 recorded in Book 398, page 39, Office of Recorder, Allen County, Indiana, of which 7.5 acres is served intially along Adams Center Road.

As Owner will pay for the cost of construction of said sewer as it pertains to the above-described area, no charge or assessment is made by this Agreement against the above-described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE

An area connection charge of Seven Hundred (\$700.00) Dollars per acre must be paid to "CITY" at the time of connection. This area connection charge represents the installation and/or oversizing cost expended by "CITY" for sewer treatment system known as the North Maumee Study Area, Resolutions 331-80, 332-80, 334-80, 336-80 and a portion of Water Pollution Control Treatment Plant Expansion.

5. BOND

This contract is subject to Owner and/or his contractor furnishing a satisfactory Guaranty Bond as all construction is on Owner's land for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY".

5. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

Owner, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory

now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce CITY to execute and ratify this contract, said Owner for himself, his successors and assigns, agrees by this contract to vest in CITY the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Owner further agrees that any deeds, contractors, or other instruments of conveyance made by Owner, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from Owner, his successors and assigns by any grantee, vendee, or contract purchaser shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

Owner further agrees to record an executed copy of this contract in the Allen County Recorder's office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309,395).



IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

By: Don Brady  
Don Brady, Vice President, General  
Manager  
See attached page  
Corporate Secretary

Win Moses, Jr.

Stephen A. Bailey, Chairman  
 Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Clerk, Board of Public Works

APPROVED as to form and legality:

Richard E. Snouffer, Associate  
City Attorney



8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

OWNERS: ADAMS CENTER LANDFILL, INC.

By:

Don Brady, Vice President, General  
Manager

*Amy C. Mary Hubbard*  
Assistant Corporate Secretary

CITY, by its MAYOR

Win Moses, Jr.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Clerk, Board of Public Works

APPROVED as to form and legality:

Richard I. Snouffer, Associate  
City Attorney

STATE OF INDIANA )  
 ) SS  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Don Brady, Vice President and General Manager of Adams Center Landfill, Inc., and acknowledged the execution of the foregoing Agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 15 day of June, 1982.

Eleanora Ahl

Notary Public

My Commission Expires:

Aug. 9<sup>th</sup> 1982

STATE OF INDIANA )  
 ) SS  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Win Moses, Jr., Mayor, Stephen A. Bailey, Chairman, Roberta Anderson Staten, and Betty R. Collins, Members of the Board of Public Works of the City of Fort Wayne, and acknowledged the execution of the foregoing Agreement for Sewer Extension as and for his/her voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 16 day of June, 1982.

Sandra E. Kennedy

Notary Public

My Commission Expires:

March 5, 1984

This instrument prepared by:

C. Duane Embury, P.E., Chief  
Water Pollution Control Engineer

TITLE OF ORDINANCE Sanitary Sewer Extension Agreement

DEPARTMENT REQUESTING ORDINANCE Board of Public Works *82-07-08*

SYNOPSIS OF ORDINANCE An Agreement between Adams Center Landfill, Inc. and the City of Fort Wayne, Indiana whereby the "owner" desires to construct a local sanitary sewer described as follows: beginning at an existing sanitary sewer manhole located 1,400 LF west of and 100 + LF south of the centerline intersection of Adams Center Road and Penn Central Railroad. Thence, easterly along and parallel to the south right-of-way of said Penn Central Railroad 1360+ LF to a proposed manhole located 100 + LF south of and 45+ LF west of the centerline intersection of said Penn Central Railroad and Adams Center Road. Thence, south along Adams Center Road 1200+ LF terminating at a proposed manhole. Said sewer shall be 12" and 8" in diameter. Said sewer is to be constructed in accordance with said plans, specifications, and profiles, all approved by the city.

*Prior Approval Submitted 7-13-82.*

EFFECT OF PASSAGE owner will have use of sewer for disposal of sanitary sewage.

EFFECT OF NON-PASSAGE above will not be constructed

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) no city monies involved

ASSIGNED TO COMMITTEE \_\_\_\_\_